

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Jetta Point Park Land Acquisition**DEPARTMENT:** Library & Leisure Services **DIVISION:** Parks & Recreation**AUTHORIZED BY:** J. Goldman **CONTACT:** J. Suzy Goldman **EXT.** 1605**Agenda Date** 5/24/05 **Regular** ☒ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Staff requests that the Board authorizes the chairman to execute attached purchase agreements for the acquisition of 2.63 acres located in the center of Jetta Point for \$385,000.

BACKGROUND:

On April 9, 2002 the Board of County Commissioners (BCC) approved the purchase of 43 acres adjacent to the Black Hammock Trailhead of the Cross Seminole Trail known as the Jetta Point property.

On January 25, 2005 the BCC approved the conceptual park plan for the property and established a \$1.7 million project fund for the development of the park. At that time, staff was also directed to acquire the out parcels in the southern half of the parcel.

Purchase agreements have been secured with property owners for three (3) separate parcels comprising the center out parcel. The average price of the three parcels is \$3.36 per square foot. Based upon an appraisal completed in 2002, this price reflects an annual increase of approximately 7%.

STAFF RECOMMENDATION:

Staff recommends the purchase of the three (3) separate parcels. Property acquisition staff of the County Attorney's Office negotiated with the owners. The purchase of the parcels would allow for proceeding with the engineering of the site.

A Florida Communities Trust, Florida Forever grant was applied for in order to purchase the 3 additional parcels for Jetta Point park. The grant amount requested is \$307,500. Matching funds of \$102,500 are available in the General Fund.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: JS
CM: JG
File No. CLLP01

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between MARY SUE MURRAY, whose address is 928 Vista Lane, Grafton, WI 53024, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a park project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. PROPERTY APPRAISER TAX IDENTIFICATION NUMBER

All of PROPERTY TAX I.D. # 04-21-31-300-002K-0000

II. PURCHASE PRICE

- (a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.
- (b) COUNTY shall be responsible for the following closing costs: cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.
- (c) OWNER shall be responsible for OWNER's own attorney's fees, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

- (a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.
- (b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. The land shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.
- (c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.
- (d) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the COUNTY.
- (e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.
- (f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.
- (g) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

Donna M. D'Angelo

SIGNATURE

DONNA M. D'ANGELO

PRINT NAME

Arlene McDaniel

SIGNATURE

ARLENE MCDANIEL

PRINT NAME

PROPERTY OWNER:

Mary Sue Murray

MARY SUE MURRAY

ADDRESS: 928 Vista Lane
Grafton, WI 53024

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2005, regular meeting.

County Attorney

LV/kc
05/03/05

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between DAVID E. BATEMAN and BRENDA S. BATEMAN, whose address is Post Office Box 168, Geneva, FL 32732, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for a park project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. PROPERTY APPRAISER TAX IDENTIFICATION NUMBER

All of PROPERTY TAX I.D. # 04-21-31-300-0320-0000

II. PURCHASE PRICE

- (a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.
- (b) COUNTY shall be responsible for the following closing costs: cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.
- (c) OWNER shall be responsible for OWNER's own attorney's fees, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

- (a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.
- (b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. The land shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.
- (c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.
- (d) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the COUNTY, ~~TO THE BEST OF OWNERS~~ *DEEM*
BB MDG
KNOWLEDGE.
- (e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.
- (f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.
- (g) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(H.) CLOSING SHALL OCCUR ON OR BEFORE *DEEM*
JULY 31, 2005 OR THIS OFFER SHALL BE *BB*
NULL AND VOID. *MDG*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

Beth A. Bartlett
SIGNATURE

Beth A. Bartlett
PRINT NAME

[Signature]
SIGNATURE

MAUR D. GISCLAN
PRINT NAME

Beth A. Bartlett
SIGNATURE

Beth A. Bartlett
PRINT NAME

[Signature]
SIGNATURE

MAUR D. GISCLAN
PRINT NAME

PROPERTY OWNER(S):

[Signature]
DAVID E. BATEMAN

ADDRESS: Post Office Box 168
Geneva, Florida 32732

[Signature]
BRENDA S. BATEMAN

ADDRESS: Post Office Box 168
Geneva, Florida 32732

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

[Signature]
County Attorney

LV/kc
05/03/05

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: CARLTON D. HENLEY, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at its _____,
2005, regular meeting.

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between SUSAN SCOTT GLADWIN, Successor Trustee to the Jay Gladwin Trust, whose address is 4950 Susans Way, Bloomfield Hills, MI 48302, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. PROPERTY APPRAISER TAX IDENTIFICATION NUMBER

All of **PROPERTY TAX I.D. # 04-21-31-300-0020-0000**

II. PURCHASE PRICE

- (a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of FIFTY THOUSAND DOLLARS (\$50,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.
- (b) COUNTY shall be responsible for the following closing costs: cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.
- (c) OWNER shall be responsible for OWNER's own attorney's fees, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

- (a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.
- (b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. The land shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.
- (c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.
- (d) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the COUNTY.
- (e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.
- (f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.
- (g) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

Patti Vandekuyt
SIGNATURE

PATTI VANDEKUYT

PRINT NAME

Kay J. Redmond
SIGNATURE

KAY J. REDMOND

PRINT NAME

PROPERTY OWNER:

Susan Scott Gladwin

SUSAN SCOTT GLADWIN, Successor Trustee
to the Jay Gladwin Trust

ADDRESS: 4950 Susans Way
Bloomfield Hills, MI 48302

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2005, regular meeting.

[Signature]
County Attorney

LV/kc
05/03/05

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